

SHELLEY ADVENTURE CENTER, LLC (“Shelley Adventure Center”) – Rental Agreement and Liability Waiver

I, _____, (hereinafter referred to as the “Renter”) have read and agree to the following:

WARNING: RECREATION ON RIVERS/LAKES IS DANGEROUS AND CAN RESULT IN SERIOUS INJURY AND/OR DEATH. Hazards may include but are not limited to: fast currents; rapids; obstacles including debris, rocks, and other objects, any of which may be submerged; extreme temperatures and weather; wet and slippery surfaces; and/or other recreators including those on motorized and/or non-motorized watercraft. Persons should not participate in activities that take place on rivers/lakes if they are suffering from serious medical conditions or are unable to swim for any reason. U.S. Coast Guard Approved Type III PERSONAL FLOATION DEVICES (PFDs) MUST BE WORN AT ALL TIMES BY ALL PERSONS while using any equipment provided by the Shelley Adventure Center. Use of equipment provided by the Shelley Adventure Center while under the influence of ALCOHOL AND DRUGS IS STRICTLY PROHIBITED as it greatly increases the risk of injury and/or death.

GENERAL:

- Renter must be 18 years old or older
- Payment in full is due before rental/services
- Refunds are not issued after payment is received and equipment or transportation is provided
- Shelley Adventure Center reserves the right to refuse service to any person for any reason

EQUIPMENT:

- “Rental Equipment” means any equipment provided by the Shelley Adventure Center to the Renter
- Rental Equipment may include, but is not limited to: inflatable kayak(s), raft(s), tube(s), paddles, life jacket(s), and other equipment
- The Shelley Adventure Center is not the manufacturer of the Rental Equipment and makes no representations or warranties of condition, quality, durability, or suitability of the Rental Equipment for activities in which the Renter plans to engage
- The Renter has chosen to accept the Rental Equipment as-is and in the condition received
- Injury and/or death associated with the Rental Equipment in any way is not the responsibility of the Shelley Adventure Center
- Damage or loss of personal property for any reason is not the responsibility of the Shelley Adventure Center
- Loss, theft, damage, or destruction of any Rental Equipment is the responsibility of the Renter from the time the Renter receives the Rental Equipment until the time the Rental Equipment is returned to the Shelley Adventure Center. The Renter will be charged a replacement cost equal to the manufacturer’s suggested retail price at the time of the rental in case of loss, theft, damage, or destruction.
- Costs of recovery of the Rental Equipment is the responsibility of the Renter
- Any search, rescue, and/or recovery costs of any person using the Rental Equipment after it is provided to the Renter before it is returned to the Shelley Adventure Center are the responsibility of the Renter

RIVER/LAKES:

- The Shelley Adventure Center makes no representations as to the safety, condition, or suitability of the Snake River, or any other body of water, for rafting/kayaking/floating activities
- The Renter assumes all risks, including those not explicitly stated, and liability associated with the use of the Rental Equipment on any body of water

PFDs:

- Idaho State Law requires that all persons 14 years old and younger wear a U.S. Coast Guard-approved PFD while in or on a boat or raft
- PFD use does not remove all risk of injury and/or death; nor does PFD use make recreating on rivers/lakes safe
- Renter will wear and ensure ALL PERSONS USING THE RENTAL EQUIPMENT WILL WEAR A PFD AT ALL TIMES while using the Rental Equipment

TRANSPORTATION SERVICE:

- RIDING IN A MOTOR VEHICLE IS DANGEROUS AND CAN RESULT IN SERIOUS INJURY AND/OR DEATH
- Seatbelt use does not remove all risk of injury and/or death; nor does seatbelt use make riding in a motor vehicle safe
- Renter will wear and ensure ALL PASSENGERS WILL WEAR A SEATBELT AT ALL TIMES while being transported by the Shelley Adventure Company
- Injury and/or death of any person(s) resulting from a motor vehicle incident during the transportation of the Renter, any persons that accompanied the Renter, or the Rental Equipment is not the responsibility of the Shelley Adventure Center
- Renter assumes all risk and liability, including but not limited to injury and/or death, associated with the transportation of the Renter, any person accompanying the Renter, or the Rental Equipment

RENTER RISK/RESPONSIBILITY:

I, the Renter, have read, understood, and agree to all terms and conditions of this agreement. I accept full responsibility, liability, and risk (both specified and unspecified) associated with the Rental Equipment AND transportation provided by the Shelley Adventure Center. I assume full responsibility for any injury or death sustained by any person who uses, is injured by, or is killed by the Rental Equipment, from the time it is provided to me until it is returned to the Shelley Adventure Center. I also accept full responsibility for any injury or death sustained by any person arising from or connected to the transportation provided by the Shelley Adventure Center for any person listed in this document or the Rental Equipment. On behalf of myself, my heirs, representatives, agents, assigns, or otherwise, I hereby release, hold harmless, and indemnify the Shelley Adventure Center, its owners, agents, officers, and employees from any claims, actions, liabilities for property damage, injury, disability, death, loss of services, or otherwise, in any way related to the Rental Equipment AND in any way related to the transportation provided by the Shelley Adventure Center for any person(s) listed in this document or the Rental Equipment AND for any actions, omissions, negligence, or other conduct. If any provisions of this document are found to be invalid, illegal, or unenforceable, all other provisions shall remain valid and in full force and effect.

Renter Signature _____ Date: _____

MINOR RENTAL EQUIPMENT USERS/PASSENGERS:

Name _____ Age _____ | Name _____ Age _____

Name _____ Age _____ | Name _____ Age _____

Name _____ Age _____ | Name _____ Age _____

ADULT RENTAL EQUIPMENT USERS/PASSENGERS:

I, the undersigned, have read, understood, and agree to all the terms and conditions of this agreement. I assume full personal responsibility, liability, and risk (both specified and unspecified) associated with the Rental Equipment AND transportation provided by the Shelley Adventure Center. On behalf of myself, my heirs, representatives, agents, assigns, or otherwise, I hereby agree to release, hold harmless, and indemnify the Shelley Adventure Center, its owners, agents, officers, and employees from any and all claims, actions, liabilities for property damage, injury, disability, death, loss of services, or otherwise, in any way related to the Rental Equipment AND in any way related to the transportation provided by the Shelley Adventure Center for any person(s) listed in this document or the Rental Equipment AND for any actions, omissions, negligence, or other conduct. If any provision(s) of this document is found to be invalid, illegal, or unenforceable, all other provisions of this document shall remain valid and in full force and effect.

Printed Name _____

Passenger Signature _____ Date: _____

Printed Name _____

Passenger Signature _____ Date: _____

Printed Name _____

Passenger Signature _____ Date: _____

Printed Name _____

Passenger Signature _____ Date: _____